

ACCESS AND USE AGREEMENT

FIRE PROTECTION SYSTEM TRAINING RESOURCE

Parties are entering into this Agreement in order to jointly access, operate, and maintain the Zone One Fire Protection System Training Resource.

I. PURPOSE

It is the purpose of this Agreement to provide the terms and conditions under which the *Mobile Fire Protection System Resource* will be operated and managed and to provide for the use of the Mobile Resource by all parties concerned.

To carry out the purpose of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

- A. Term. This Agreement shall become effective upon execution by the parties and shall continue in effect for a term of three years. At the end of three years, the term shall be automatically extended for consecutive two-year periods unless a party provides a 6-month written notice of termination.

II. PARTIES

A. This agreement is entered into between *Woodinville Fire and Life Safety District*, a municipal corporation, referred to as the 'Lead Agency,' the American Fire Sprinkler Association, Advanced Fire Protection, Inc., and the public agencies listed below:

1. Woodinville Fire & Life Safety Dist.
19900 144 Ave. NE
Woodinville, WA 98072
2. City of Redmond
15670 NE 85th
Redmond, WA 98052
3. City of Kirkland
123 5th Ave
Kirkland, WA 90833

4. City of Bothell
18305 101st Ave NE
Bothell, WA 98011

5. City of Mercer Island
9611 SE 36th
Mercer Island, WA 98040

6. Northshore Fire Department
18030 73rd Ave NE
Bothell, WA 98011

7. Eastside Fire and Rescue
175 NW Newport Way
Issaquah, WA 98027

8. Spokane Valley # 1
E. 10319 Sprague
Spokane, WA 99026

9. Everett Fire Department
2811 Oakes Ave.
Everett, WA 98201

10. State Fire Marshall's Office
PO Box 426007
Olympia, WA 98504-2600

B. Future parties entering into this agreement may do so pursuant to the conditions of this agreement.

C. Definition: Public and private parties entering into this Agreement shall hereinafter be referred to as "Agencies."

G. Budget Category: The Lead Agency will establish a special budget category designated as the *Fire Protection System Training Resource Operating Fund*. Such fund will be used to deposit each member's annual monetary contributions and any other monies received by or on behalf of the Mobile Resource program. Any monies accumulated in such fund shall be utilized solely for the continued improvement, operation, and maintenance of the Mobile Resource.

H. Ownership of Property: The Lead Agency shall license and maintain title to the Mobile Resource in order to effectuate the purpose of this Agreement. Title to the Mobile Resource and equipment purchased under this Agreement shall vest with the Lead Agency, subject only to the rights of the Agencies participating in the funding of such equipment upon termination of this Agreement.

I. Bid Laws: It is understood and agreed that the Lead Agency shall comply with the purchasing statutes and bid requirements of RCW 39.34.030(5) in all cases for the purchase of equipment or property related to the Mobile Resource.

III LEAD AGENCY

A. Designation: Woodinville Fire and Life Safety District shall function as the Lead Agency for the purpose of:

1. Providing administrative support, including maintaining books and records,
2. Scheduling the education and training of a cadre of Instructor Specialists,
3. Scheduling continuing education and training for Instructor Specialists,
4. Scheduling of the Mobile Resource,
5. Scheduling of Instructor Specialists,
6. Scheduling maintenance of the Mobile Resource,
7. Scheduling maintenance of fire protection system components,
8. Maintaining insurance coverage,
9. Sheltering the Mobile Resource.

IV RESPONSIBILITIES OF THE PARTIES

A. Each Agency shall:

1. Pay a proportionate share of all costs, for administration, maintenance, and operation associated with the performance of this Agreement within 60 days of the date annual invoices are mailed.
2. Pay all costs (if any) associated with the delivery, setup, breakdown, and pickup of the Mobile Resource.
3. Provide at least two individuals that will be endorsed as *Instructor Specialists* for the purpose of competently operating the Mobile Resource and providing high-quality fire protection system education and training.
4. Pay for an Instructor Specialist to operate the Mobile Resource should the Agency not have endorsed Instructor Specialist available. Instructor Specialists will be compensated at their current overtime rate.
5. Be expected to provide ongoing formal education and training in that will enhance their skill, knowledge, and ability of Instructor Specialists to operate all Mobile Resource systems and to competently demonstrate and explain fire protection system features, capabilities, and limitations. Such training shall be provided annually.

6. Adjustments to annual Agency contributions may be necessary due to increased operating costs. Such adjustments will be justified by the Lead Agency and enacted during the following operating year of the announced adjustment.

V RESPONSIBILITY FOR DAMAGE, LIABILITY AND USE

- A. Responsibility: Each Agency agrees to assume sole responsibility for all liabilities or damages to property that occur or arise in any way out of the acts or omissions of its officers, officials, agents, employees and volunteers in connection with the performance of this Agreement or the use of the Mobile Resource.
- B. Indemnification: Each Agency agrees to indemnify, defend and hold participating agencies, including their officers, officials, agents, employees and volunteers, from any and all claims, costs (including reasonable attorneys' fees), losses and judgments arising out of the negligent acts or omissions of that Agency or that Agency's officers, officials, agents, employees and volunteers in connection with the performance of this Agreement or the use of the Mobile Resource.
- C. Insurance Deductibles: In the event that any Agency incurs an insured loss relating to the performance of this Agreement or the use of the Mobile Resource, that Agency shall be solely responsible for the payment of any deductibles relating to such insured loss.
- D. Uninsured Loss: In the event that any Agency sustains a claim, loss or becomes a party to litigation relating to the performance of this Agreement or the use of the Mobile Resource, and such claim, loss or litigation is excluded from coverage under that Agency's insurance policy or exceeds the policy's termination of coverage, that Agency shall be solely responsible for all costs and expenses not assumed by the insurance carrier.
- E. Use by Participating Agencies: Each Agency agrees that only those Agencies participating in this Agreement may utilize the Mobile Resource. Accordingly, each Agency agrees not to loan or assign the use of the Mobile Resource to agencies not participating in this Agreement or utilize the Mobile Resource for joint training exercises with non-participating agencies.
- F. Use by Non-Participating Agencies: The Mobile Resource will be available to agencies not participating in this Agreement on a single use, contractual basis. This single use agreement will include payment for an Instructor Specialist to transport and operate the Mobile Resource, payment for replacement of sprinkler heads and consumables, as well as a pre-established contribution to the administration and maintenance of the Mobile Resource.

VI WITHDRAWAL AND TERMINATION

- A. Term: The initial term of the Agreement shall commence upon the effective date as set forth in Article I, Section A, and continue for a period of three years. Thereafter, unless all parties to the agreement shall effectively withdraw pursuant to the terms of this Agreement, it shall automatically be renewed in two (2) year increments, unless agreed to otherwise by the parties.
- B. Withdrawal:
1. Right to Withdraw: After the initial term of the Agreement as set forth in Article XIV, Section A, any party may withdraw from this Agreement by giving notice to the Lead Agency at least six months prior to the anniversary of the effective date of the Agreement. Any party seeking to withdraw after that date may do so only with approval of the Lead Agency. The withdrawal will become effective upon the date of the anniversary.
 2. Liabilities Relating to Withdrawal: Any Agency withdrawing from this Agreement relinquishes any and all rights to funds, contributions, equipment or materials procured by the Lead Agency pursuant to this Agreement. Any Agency withdrawing from this Agreement shall pay its share of all invoices for costs and expenses incurred prior to its withdrawal.
 3. No Termination of Agreement: The withdrawal of any Agency will not terminate the Agreement in its entirety, unless only one Agency remains a party to the Agreement.
- C. Termination: After the expiration of the initial term of the Agreement as set forth in Article VI, Section A, this Agreement may be terminated by agreement of all participating Agencies at least six months prior to the anniversary of the effective date. The termination will become effective upon the date of the anniversary. Upon termination, the assets will be distributed to each remaining Agency on a prorated basis.
- D. Admitting Additional Agencies: Additional Agencies may be added to this Agreement upon the unanimous approval of all Agencies already a party to this Agreement. Any newly admitted Agency shall sign an Addendum agreeing to be bound by the terms of this Agreement for the remaining term of the Agreement.

VII COOPERATION

Participating Agencies shall fully and completely cooperate with one another in good faith at all times so the terms and spirit of this Agreement may be fully implemented. All Agencies have had the ability to negotiate the terms of this Agreement on an equal basis. This Agreement shall be reasonably interpreted and not weighed in favor of or against any Agency.

VIII MODIFICATION

No changes or modifications of this Agreement shall be valid or binding upon any Agency unless such changes or modifications are in writing and approved by all of the Agencies.

IX NOTICES

All notices required to be given under this Agreement shall be delivered to each Agency at the addresses listed in Article II, Section A. The Lead Agency may be notified at the Lead Agency's address as set forth in Article II, Section A. Notices sent by mail shall be deemed served when properly deposited in the U.S. mail.

X ASSETS

All property and assets acquired by any Agency to enable it to perform the services required under this Agreement shall be the property of that Agency.

XI BENEFIT OF PARTIES ONLY

This Agreement is entered into solely for the benefit of the Agencies, and shall confer no benefits, direct or implied, on any third party.

XII INTEGRATION

This Agreement contains all of the terms and conditions agreed upon by the Agencies. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall exist or bind any of the Agencies.

XIII PARALLEL AGREEMENTS

The Agencies shall not be precluded from entering into similar agreements with other municipal or private entities.

XIV SEVERABILITY

Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and shall continue in full force and effect.

XV MEDIATION

The Agencies agree that, if a dispute arises as to the interpretation or operation of this Agreement that is not resolved through the Lead Agency, the dispute is required to be submitted to non-binding mediation. Such mediation must be concluded in its entirety before any Agency may file suit.

XVI ENFORCEMENT

Should any Agency bring suit against another Agency to enforce any provision of this Agreement or to redress any breach thereof, the prevailing Agency in such litigation shall be entitled to recover its costs and reasonable attorney's fees.

XVII JURISDICTION AND VENUE

Jurisdiction and venue for any dispute arising under this Agreement shall be in King County Superior Court, Seattle, Washington.

XVIII CONSTRUCTION

This Agreement is to be construed in accordance with the laws of the State of Washington as now written or hereinafter amended.

XIV EFFECTIVE DATE

This Agreement shall be effective upon execution by all Agencies and filing with the King County Recorder.

IN WITNESS WHEREOF, the undersigned public and private agencies have executed this Agreement on the date and year set forth below.

Agency Name MERCER ISLAND F.D.

Agency Representative WALT MAULON

Agency Address 3030 - 178th SE.

Mercer Island, WA. 98040

<p><u>Jan P. Deveny</u> Signature of Agency Representative</p> <p><u>9/13/2000</u> Date</p>	<p><u>Steve Smith</u> Signature of Lead Agency Representative</p> <p><u>9/21/00</u> Date</p>
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ADDENDUM A

ANNUAL CONTRIBUTION BY AGENCIES

Participating Agencies both public and private, will contribute annually for access to and use of the *Mobile Fire Protection System Resource* according to the following table:

DESCRIPTION	AMOUNT	PURPOSE
Annual Lead Agency Administration Fee	\$200.00 (1999 & 2000 only) \$100.00 (2002 & thereafter)	Scheduling of Mobile Resource and Instructor Specialists, insurance, record keeping, lesson plan, AV, handout masters, shelter for trailer, etc.
Annual Trailer Maintenance Fee	\$25.00 (\$2,000.00 max. balance)	Mobile Resource maintenance (tires, paint, electrical, brakes, etc.).
Annual Fire Protection System Maintenance Fee	\$50.00 (\$3,000.00 max. balance)	Sprinkler and alarm system component maintenance, generator and compressor maintenance, annual system inspection, replacement of sprinkler heads, etc.
Fire Protection System Upgrade and Enhancement Fund	\$100.00 (\$5,000.00 max. balance)	System enhancements, portable shelter (EZ Up tent), media development, audience information handouts, brochures, portable LPG burn crib, etc.

TOTAL ANNUAL CONTRIBUTION

\$575.00

1. Minus categories described above as having a 'maximum balance.' When the maximum balance is reached, that amount will be deducted from the total annual contribution.
2. Heated, commercial storage will be necessary unless a fire station can be used. Once a fire station space is secured, the annual cost will be reduced accordingly.

ADDENDUM B

(2000 Calendar)

ADDENDUM C

SINGLE USE PRICING AND CONTRACT

ADDENDUM D

NORTHEAST KING COUNTY COALITION FOR RESIDENTIAL FIXED FIRE PROTECTION

Mission and guidelines for establishing a fund for the promotion and advancement of residential fixed fire protection (sprinklers) in residential structures, including single family dwellings.

The Coalition will focus on the jurisdictions served by the local fire and life safety agencies participating in this agreement.

CONTACTS

Woodinville Fire & Life Safety District
Training Division
425.483.2131, extension 3332
Fax: 425.486.0361

Advanced Fire Protection
Bill McKay, President
425.483.5657
Fax: 425.483.5077

Tom Barker
Office: 425.483.5057
Mobile: 206.730.9633
Fax: 425.483.5057

PARTICIPATING AGENCIES

Bothell Fire Department
Training Division
10726 Beardslee Blvd
Bothell, WA 989011-3250
425.486.1678
Fax 425.486.4556

Eastside Fire & Rescue
Training Division
175 Newport Way
Issaquah, WA 98027
425.313.3200
Fax 425.391.8764

Everett Fire Department
Training Division
2811 Oakes Ave
Everett, WA 98201
425.257.8100
Fax 425.257.8139

Kirkland Fire Department
Training Division
123 5th Ave
Kirkland, WA 98033
425.828.1270
Fax 425.0739.0705

Northshore Fire Department
Training Division
18030 73rd Ave NE
Kenmore, WA 98040-2823
425.486.2784
Fax 425.483.6598

Redmond Fire Department
Training Division
8450 161st Ave NE
Redmond, WA 98052-3584
425.556.2222
Fax 425.556.4216

Spokane Valley Fire Dist. #1
Fire Marshall's Office
E. 10319 Sprague
Spokane, WA 99206
509.928.1700
Fax 509.892.4121

**Washington State
Fire Marshall's Office**
General Administration Bldg.
PO Box 426007
Olympia, WA 98504-2600
360.753.0470
Fax 360.753.0395

TBA

PLEASE ADD
MERCER ISLAND
FIRE DEPT. TO
LIST. THANKS